THE HON'BLE SRI JUSTICE N.V. RAMANA

W.P. No. 17675 of 1996

O r d e r:

The petitioner is a Sub-Inspector working in the Police Department under the control of respondent No.2, namely Commissioner of Police, Hyderabad. The petitioner states that while he was working as such at Kanchanbagh Police Station, Hyderabad, respondent No.1, namely the Estate Manager, DRDO Complex, Kanchanbagh, Hyderabad, vide proceedings dated 19.07.1991 allotted and permitted him to stay in Quarter No. C.44/14. He occupied the said quarter on 01.08.1991 and vacated the same on 15.10.1992. After vacating the said quarter, the petitioner states that he received a bill for Rs.14,896/- towards rental charges @ Rs.1,456/- per month. As the said amount was not paid, respondent No.1 vide proceedings dated 22.03.1996, requested respondent No.2 to recover an amount of Rs.19,992/- towards rent arrears from the petitioner. When respondent No.2 in pursuance of the said proceedings, started recovering the arrears of rent from the petitioner, he filed the present writ petition assailing the proceedings of respondent No.1.

The learned counsel for the petitioner would submit the impugned demand proceedings issued by respondent No.1 demanding arrears of rent for occupation of the quarter from the petitioner is barred by limitation as the petitioner had vacated the quarter on 15.09.1992. The rent claimed by respondent No.1 is exorbitant, and there is no reason for arriving at such an exorbitant rent, particularly when the quarter allotted to the petitioner was still under construction and was not provided with the basic amenities and the House Rent Allowance paid by the State Government to him is very less. He submitted that no opportunity whatsoever was provided to the petitioner, before fixing the rent, and no rent particulars were intimated to him during his stay. At any rate, he submits that respondent No.1 has to follow the due process of law for recovering the rent. He thus prayed that the impugned demand proceedings of respondent No.1 be quashed and set aside as the same are illegal and arbitrary.

Respondent No.1 filed a detailed counter supported by documents. The learned Assistant Solicitor General, reiterating the counter averments and based on the documents submitted that the quarter having been allotted at the request of the petitioner on payment of market rent, and he having resided in the quarter, is bound to pay the rent as fixed by respondent No.1, and he cannot be allowed to contend that the rent claimed is excessive and is more than what is being paid to him by the State Government towards House Rent Allowance and that the quarter was not half-completed when he occupied the quarter. He submitted that no exception can be

taken to the impugned demand order passed by respondent No.1, based on which respondent No.2 started recovering the amount from the salary of the petitioner. He thus prayed that the writ petition be dismissed.

Having heard the respective counsel and having gone through the material filed by the respondents, I am of the considered opinion that none of the contentions advanced by the petitioner against the recovery of the arrears of rent from him, can be sustained.

The quarters of the DRDO are meant for allotment to the employees of DRDO only and not to any other person. A perusal of the documents produced by respondent No.1, would disclose that the petitioner, who was working as Sub-Inspector at Kanchanbagh Police Station, made a request vide his letter dated 02.02.1991, for allotment of quarter. As a special case, the Government of India, vide proceedings dated 06.05.1991, accorded sanction to respondent No.1 to allot quarter subject to availability of quarters and on payment of rent in advance. In pursuance of such sanction, respondent No.1 vide his proceedings dated 19.06.1991 allotted Quarter No.C-44/14 to the petitioner subject to payment of market rate of rent from the date of occupation, and the same was even communicated to the higher ups of the petitioner, including the Inspector of Police, Kanchanbagh, with a post-script to take necessary action to recover and deposit the market rent regularly by 10th of each month. The petitioner, in pursuance of such allotment, occupied the quarter with effect from 01.08.1991.

As the quarter, which is in occupation of the petitioner, was required urgently for allotment to defence employees, respondent No.1 vide proceedings dated 21.04.1992 requested the petitioner to vacate the quarter and hand over the same after clearing the rentals. The petitioner having received the said proceedings, vide letter dated 20.05.1992, informed respondent No.1 that he has not received a single rent bill since last nine months, and hence, he could not make the payment, and assured that the entire rentals will be paid before he vacates the quarter, and as he is likely to get a new posting in the near future, requested to give permission to continue him in the quarter for another six months upto December, 1992. Thereafter, respondent No.1 having received LF Bill from EMU Kanchanbagh, vide proceedings dated 15.07.1992 under intimation to the higher-ups of the petitioner requested him to remit the arrears of rent amounting to Rs.14,896/-. However, as the petitioner failed to remit the rent, respondent No. 2 vide memo dated 03.08.1992, called upon the petitioner to vacate the premises and clear the rent arrears within one week.

In pursuance of the said memo, the petitioner though vacated the quarter on 15.10.1992, did not clear the arrears of rent, even though he had assured to clear the arrears of rent, as evidenced from his letter dated 20.05.1992, wherein he had sought six months time to vacate the quarter. As the unpaid rents amounting to Rs.19,992/-, stood as outstanding in the Rent and Allied Charges Report, the BSO (P), Kanchanbagh, requested respondent No.1 to forward the amount deposited by the occupant, and as the occupant, namely the petitioner, did not remit any rents, respondent No.1 vide proceedings dated 22.03.1996 requested respondent No.2 to recover the due amount and remit the same to his office for further remitting into the

Government Treasury. As the petitioner, admittedly, did not clear the dues, respondent No.2 started recovering the rents from the petitioner, and no exception can be taken thereto.

May be, the House Rent Allowance paid by the State Government to the petitioner is much less than the rental claimed by respondent No.1, but that by itself cannot be a ground to say that respondent No.1 is claiming exorbitant rent. The petitioner was allotted quarter as per MES Regulations, and the petitioner having accepted the conditions of allotment, is bound to pay the rents as per the said MES Regulations, and he cannot be allowed to contend that since he is being paid less House Rent Allowance by the State Government, respondent No.1 should collect only that rent and not more than what he is getting towards House Rent Allowance.

The contention of the petitioner that the quarter was still under construction and that it was not provided with basic amenities and as such, respondent No.1 is not entitled to claim the rent, also cannot be accepted because in the letter addressed by him to respondent No.1 when he was called upon to vacate the quarter, he never complained of any insufficiencies, and on the other hand undertook to clear the rentals and requested to permit him to continue in the quarter for another six months. In that view of the matter, I see no reason whatsoever to interfere with the impugned demand proceedings issued by respondent No.1 and the consequential recovery made by respondent No.2.

Hence, the writ petition is dismissed. This Court, while admitting the writ petition, stayed the impugned demand proceedings subject to the petitioner paying Rs.5,000/- in equal instalments. In view of the dismissal of the writ petition, respondent No.2 shall after giving credit to the amounts paid by the petitioner in pursuance of the interim directions of this Court, shall recover the balance unpaid amount demanded in the impugned proceedings from the salary of the petitioner and remit the same to respondent No.1. No costs.

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N.V. RAMANA, J.

Date: September, 2005.

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